

**Compute North**

7575 Corporate Way
Eden Prairie, MN 55344

PURCHASE ORDER

Purchase Order# : PO000226

Revision: 1

Purchase Order Date : 05/12/2022

Pay to :**Bootstrap Energy LLC**

3838 Oak Lawn Ave, Suite 100
Dallas, TX 75219
United States

Item	Description	Unit	Quantity	Unit Price	Amount
60035	345/2x34.5, 3-Phase, 250MVA, Power Transformer - Production Slot Reservation Date: 03/31/2022 10%	Count	1	\$454250	\$454,250.00
60035	345/2x34.5, 3-Phase, 250MVA, Power Transformer - Design Approval Date: 04/30/2022 30%	Count	1	\$1362750	\$1,362,750.00
60035	345/2x34.5, 3-Phase, 250MVA, Power Transformer- Main Material PO Date: 05/30/2022 20%	Count	1	\$908500	\$908,500.00
60035	345/2x34.5, 3-Phase, 250MVA, Power Transformer- Mechanical Completion (core and coil) Date: 09/30/2022 10%	Count	1	\$454250	\$454,250.00
60035	345/2x34.5, 3-Phase, 250MVA, Power Transformer- Factory Acceptance Test Date: 10/30/2022 20%	Count	1	\$908500	\$908,500.00
60035	345/2x34.5, 3-Phase, 250MVA, Power Transformer- Delivery to Port Date: 11/15/2022 10%	Count	1	\$454250	\$454,250.00
60035	TSEA Supervision of Assembly	Count	1	\$26450	\$26,450.00
				SUBTOTAL	\$4,568,950.00
				TOTAL	\$4,568,950.00

Terms and Conditions:

Design-Build contraction in negotiation between Compute North and Energy Park LLC

Warranty:

24 Mos. from Delivery or 18 mos. from operation, whichever is occurs first.
Bootstrap Energy to provide fully transferrable/assignable warranty

Pricing:
Per quote dated 03.30.2022 by Steve Quisenberry

Invoices:
Send to: cndevelopments-550@bill.com
Must contain PO number

Delivery: FOB Brazilian Port
Shipping Contact: Chris Jones (chris.jones@computenorth.com)

Payment Schedule:
Production Slot Reservation:
Date: 03.31.2022 (paid via Wire Transfer)
Amt. Due: \$454,250.00 (10%)

Design Approval:
Date: 04.30.2022
Amt Due: \$1,362,750.00 (30%)

Main Material PO:
Date: 05.30.2022
Amt. Due: \$908,500.00 (20%)

Mechanical Completion (core and coil):
Date: 09.30.2022 (est.)
Amt. Due: \$454,250.00 (10%)

Factory Acceptance and Test:
Date: 10.30.2022 (est.)
Amt. Due: \$908,500.00 (20%)

Ship (FOB Brazilian Port):
Date: 11.15.2022
Amt. Due: \$454,250.00



March 30, 2022

Kyle Wenzel
Chief Commercial Officer
Compute North LLC
7575 Corporate Way
Eden Prairie, MN 55344

SUBJECT: Commercial Proposal for 250MVA, 345kV Transformer

Dear Mr. Wenzel:

Bootstrap Energy ("Seller") is committed to being a valued supply chain partner for Compute North ("Purchaser"). Bootstrap strategically sources high quality capital components including large power transformers from reputable third-party manufactures to support third-party customer projects.

The transaction anticipated in this proposal is made in consideration of the scope and price changes with respect to a Design-Build Contract being negotiated between Compute North and our affiliate Corpus Christi Energy Park LLC (the "DB Contract"). Any purchase order issued by Compute North (or an affiliated entity) in respect to this proposal is considered valid only upon concurrent unconditional execution and funding of the DB Contract.

We are pleased to present you with this proposal and quotation to procure and deliver the following manufactured equipment sourced from Transformadores e Serviços de Energia das Américas ("TSEA") pursuant to TSEA attached proposal number SC-035/22 dated March 07, 2022 (the "Goods"):

Equipment	Manufacturer's Quoted Equipment Only Price (USD) FOB – Brazil	Purchaser's Price (USD) FOB – Brazil
One 3-phase Power Transformer 250 MVA, 345/2x34.5kV	\$3,950,000.00	\$4,542,500.00**
TSEA Supervision of Assembly	\$23,000.00	\$26,450.00
Total		\$4,568,950.00

**Price does not include state or local sales tax. Currently no import duties are applicable to power transformers.

In addition to the FOB price set forth above which is inclusive of: (i) equipment and (ii) technical supervision of assembly, Purchaser shall bear the cost of any further scope items including spare parts or extra services consistent with items noted as customer responsibility or otherwise excluded from TESA scope of supply.

TSEA quoted delivery time is approximately seven (7) months from receipt of order and receipt of slot reservation payment. Your payment schedule to support the TSEA manufacturing and delivery schedule (based on 3/25/2022 slot reservation payment) is set forth as follows:

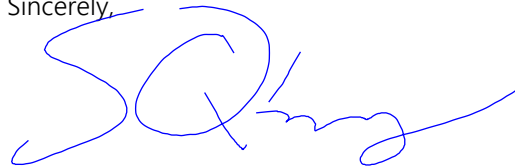
Event	Target Date	% of P.O. Value	Payment Value
Production slot reservation	03/31/22	10%	\$454,250.00
Design approval	04/30/22	30%	\$1,362,750.00
Main material purchase order	05/30/22	20%	\$908,500.00
Mechanically complete (core and coil)	09/30/22 estimated	10%	\$454,250.00
Factory Acceptance Test	10/30/22 estimated	20%	\$908,500.00
FOB – Brazilian Port	11 /15/22	10%	\$454,250.00
Freight			
TSEA Supervision of Assembly	TBD		\$26,450.00

Manufacturer's warranty is for a period of 24 (twenty-four) months from the transformer's delivery at FOB condition, or 18 (eighteen) months from operation date, whichever occurs first. Bootstrap will obtain from TSEA and furnish to Purchaser a fully assignable/transferrable warranty. Bootstrap's warranty for its oversight of transportation and erection services (performed under the supervision of TSEA technical representative) shall be limited to claims arising from these services only occurring within 90-days the date of delivery.

Our proposal is subject to and conditioned by the attached terms and conditions.

We hope that our proposal satisfies your requirements, and we remain at your convenience for any additional questions or clarifications.

Sincerely,



Steve Quisenberry
Chief Executive Officer

Attachment:

- 1) TSEA Commercial Proposal #SC-035/22, dated 03/07/22
- 2) TSEA Technical Proposal #SC-035/22-01, dated 02/18/22

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Bootstrap Energy LLC ("Seller")

Terms & Conditions for Sale of Equipment

1. **TERMS AND CONDITIONS CONTROL.** Seller's acceptance of any purchase order shall be subject to the Terms and Conditions stated herein (the "Terms and Conditions"). No contrary, additional or different terms, provisions or conditions shall be binding on Seller.
2. **MODIFICATION.** Purchaser understands and agrees that (a) no modification or waiver of these Terms and Conditions shall be effective unless made by a duly authorized representative of Seller in writing addressed to Purchaser and specifically referring to these Terms and Conditions; (b) no course of action on the part of Seller shall be deemed to modify these Terms and Conditions; and (c) Seller's acknowledgment or acceptance of anything in writing from Purchaser which is in conflict with these Terms and Conditions (including any purchase order forms containing different terms or conditions) and any subsequent delivery of Goods shall not constitute a modification or waiver of these Terms and Conditions.
3. **GOODS SOLD.** Seller's quotation and invoice shall cover the specific item(s) listed on the face thereof (the "Goods").
4. **ACCEPTANCE BY PURCHASER.** Purchaser shall accept or reject Seller's sales proposal within ten (10) days from the date thereof. Purchaser's acceptance of any proposal, however, shall not result in a contract of sale, and Seller shall not be bound by any invoice, until such invoice has been approved by a duly authorized representative of Seller.
5. **TERMS OF PAYMENT.** The purchase price for the goods sold shall be as shown on the face of the Seller's quotation and invoice, DPU (Incoterms® 2020) at the place stated on such quotation and invoice. The purchase price shall be payable in United States dollars in accordance with the terms outlined in the invoice. Any invoice rendered in accordance with the agreed terms shall be due and payable immediately upon presentation.
6. **DELIVERY.** Seller shall deliver all Goods to Purchaser's place of business as stated on Seller's quotation and invoice or to such other place or terms as otherwise directed in writing by Purchaser. Seller shall use commercially reasonable efforts to comply with such written direction that is timely given from Purchaser, and all costs of transport borne by Purchaser at Seller's actual cost plus a markup of 15%. Seller shall bear all risk of loss with respect to the Goods until the Goods are delivered to the Purchaser at the point of delivery.
7. **WARRANTIES. OTHER THAN THE WARRANTY OF THE ORIGINAL EQUIPMENT MANUFACTURER WITH RESPECT TO THE GOODS, WHICH PURCHASER ACKNOWLEDGES AND SELLER HEREBY ASSIGNS, SELLER MAKES NO FURTHER REPRESENTATION OR WARRANTY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. SELLER SHALL NOT ITSELF HAVE ANY LIABILITY OR WARRANTY RESPONSIBILITY WITH RESPECT TO MATERIALS OR EQUIPMENT PURCHASED FROM OR FABRICATED BY THIRD PARTIES. ALL COSTS INCURRED BY CONTRACTOR IN CONNECTION WITH THIRD PARTY WARRANTIES AND GUARANTEES HEREUNDER SHALL BE REIMBURSABLE.** Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the Goods shall conform to such affirmation or promise. Any descriptions, samples and specifications with respect to goods offered for sale herein are not warranted by Seller to be accurate or complete. Any description is for the sole purpose of identifying the Goods and no affirmation, promise, description, sample or model shall be deemed part of the basis of the bargain. SELLER STRONGLY RECOMMENDS THAT PURCHASER CONDUCT AN ON-SITE INSPECTION OF THE GOODS SOLD HEREUNDER. SELLER SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF PURCHASER'S FAILURE TO INSPECT THE GOODS OR FOR ANY INACCURACIES, INSUFFICIENCIES, OR OMISSIONS IN SUCH DESCRIPTIONS, SAMPLES AND/OR SPECIFICATIONS. The employees or representatives of Seller are not authorized to make any statement or representation as to the quality, character, size, condition, quantity, etc. of the goods offered for sale inconsistent with these Terms and Conditions. Any such statements made will not be binding on Seller or be grounds for any subsequent claim.
8. **EQUIPMENT RESELLER.** Purchaser understands that the Goods described herein have been manufactured by persons other than Seller intended for Seller's resale with right, title and possession of the Goods conveying to Purchaser arrival at the agreed place of delivery, and subject to Purchaser's acceptance of the original equipment manufacturer's terms and conditions, including warranty. Purchaser acknowledges that such Goods may bear or contain hazardous chemicals or other hazardous materials which may be or may become, by chemical reaction or otherwise, directly or indirectly hazardous to life, to health, or to property (by reason of toxicity, flammability, explosiveness or for other similar or different reasons during use, handling, cleaning, reconditioning, disposal or at any other time after the article leaves the possession and control of the original equipment manufacturer). Purchaser does hereby discharge Seller from any and all liability directly or indirectly resulting from the presence of the aforesaid chemicals or materials, including and not limited to any and all liability directly or indirectly resulting from the failure of Seller to give more specific warning with respect to individual articles or substances or from the inadequacy of any warning.
9. **DISCLAIMER OF LIABILITY.** Purchaser acknowledges that the Goods sold herein may be dangerous if improperly used. Purchaser acknowledges that it must contact the original manufacturer to obtain up-to-date installation and operation manuals and other information to insure the safe operation of Goods. Seller will not be responsible for any loss or injury resulting from defects or alleged defects in the Goods sold or from the subsequent use of the items. Purchaser agrees to defend any suit, action or cause of action brought against Seller, its directors, officers, employees and other agents and representatives by any person based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including, but not limited to, attorney's fees or legal expenses in connection therewith or resulting therefrom.

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10. **INDEMNIFICATION.** Purchaser hereby agrees to defend, indemnify and hold harmless Seller its directors, officers, employees and other agents and representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses, including attorney's fees and expenses and other professional fees and expenses, incurred or suffered by such person arising from, by reason of, or in connection with any loss, damage or injury to person or property arising from, by reason of or in connection with the Goods sold hereunder. This indemnification shall survive delivery of the Goods to Purchaser and any subsequent sale or other transfer of the Goods to a third party.

11. **INSURANCE AND SAFETY RULES.** Seller shall not move, load, transport or otherwise handle the Goods without first having obtained insurance coverage satisfactory to Purchaser. Certificates of insurance evidencing the aforementioned insurance coverages shall be furnished to and shall be approved by Purchaser. Seller shall comply with Purchaser's reasonable plant safety rules and regulations upon arrival of the Goods to the point of delivery.

12. **FORCE MAJEURE.** The manufacturing and or testing processes and deliveries may be suspended in case of act of God, war, sabotage, accidents, riots, fire, explosion, flood, strike, epidemic, pandemic, disease, virus, lockout, injunction, government order, mandate or request, regulatory order, mandate or request, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of the Seller preventing the shipment, acceptance, or consumption of a shipment of goods. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.

13. **PURCHASERS' CREDIT.** In the event Purchaser fails to remit payment for any one shipment when same becomes due, Seller reserves the right, among other remedies, to suspend further deliveries pursuant to the related Invoice. Should Purchaser's financial responsibility become unsatisfactory to Seller, in Seller's sole and absolute discretion, cash payments or security satisfactory to Seller or the original equipment manufacturer, in the sole and absolute discretion of either, may be required by Seller or the original equipment manufacturer before future deliveries of Goods are resumed.

14. **INSPECTION.** Purchaser acknowledges that Seller bears sole responsibility for inspection during manufacture of the Goods and to determine satisfaction of factory acceptance testing performed by original equipment manufacturer, and that Purchaser is hereby invited, urged and cautioned to inspect the Goods.

15. **LIMITATION OF DAMAGES.** Seller's liability with respect to Goods sold to Purchaser shall be limited to refunding any payments made by Purchaser with respect to Goods rejected by Purchaser for reasons of Seller's default. In no event shall Seller be liable for incidental, special, or consequential damages, lost profits, or any expenses of Purchaser, including, but not limited to, shipping costs.

16. **ASSIGNMENT.** Purchaser may assign its rights or delegate its performance, in whole or in part, to an affiliated entity upon delivering written notice to Seller. Purchaser may not assign its rights or delegate its performance, in whole or in part, to an unrelated third party without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void. Seller may not assign its rights or delegate its performance in whole or in part under any invoice without the prior written consent of Purchaser and any attempted assignment or delegation without such consent shall be void.

17. **GOVERNING LAW.** All invoices and these Terms and Conditions shall be construed according to the laws of the State of Texas. The parties agree that venue for any claim or controversy arising from or relating to invoices, these Terms and Conditions or the performance or breach thereof shall be exclusively laid and limited to the state circuit court of Harris County, Texas.

18. **TAXES.** All taxes assessed to any order are the responsibility of Purchaser, including, but not limited to, local and regional sales taxes and personal property tax, or if applicable, Purchaser is to provide Seller with a valid tax exemption certificate. In the event that Purchaser either fails to pay the tax or other charges as agreed above or fails to provide a valid exemption certificate, Purchaser agrees to indemnify and hold Seller harmless from any liability and expense by reason of Purchaser's failure. Such indemnification shall include, but not be limited to, attorneys' fees and/or other legal expenses relating to such failure.

19. **REPAIR.** Seller shall not be obliged to do any repair work or modifications upon the Goods which remain subject to the original manufacturer's warranty. Any repair work or modifications performed by Seller on the Goods shall be performed as a result of any damage or warranty claim and as such shall be handled strictly in accordance with the terms and conditions of the manufacturer's warranty. Accordingly, Seller shall not be liable for any alleged damages caused by or resulting from repairs or modifications not undertaken by the manufacturer. SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, MERCHANTABILITY, WORKMANSHIP OR ANY OTHER MATTER WITH RESPECT TO ANY SUCH REPAIRS OR MODIFICATIONS.

20. **SEVERABILITY.** If any provision of the invoice or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the invoice or these Terms and Conditions.

21. **FEES AND COSTS.** In the event any party institutes legal proceedings to enforce its respective rights arising out of the invoice and these Terms and Conditions, the prevailing party shall be entitled to the award of attorneys' fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

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